

Registration No. _____

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933ESCO ELECTRONICS CORPORATION
(Exact name of registrant as specified in its charter)Missouri
(State or other jurisdiction
of incorporation or organization)43-1554045
(I.R.S. Employer
Identification No.)8888 Ladue Road, Suite 200
St. Louis, Missouri63124
(Zip Code)EMPLOYEE STOCK PURCHASE PLAN OF ESCO ELECTRONICS CORPORATION
(Full title of the plan)Walter Stark
ESCO Electronics Corporation
8888 Ladue Road, Suite 200
St. Louis, Missouri 63124
(Name and address of agent for service)(314) 213-7200
(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered -----	Amount to be Registered -----	Proposed Maximum Offering Price Per Share(1) -----	Proposed Maximum Aggregate Offering Price -----	Amount of Registration Fee ---
Common Stock Trust Receipts	1,500,000(2)	\$9.9375	\$14,906,250	\$4,397
Common Stock, Par value \$0.01 Per share				
Preferred Stock Purchase Rights				

[FN]

- 1 Computed pursuant to Rule 457(h) solely for the purpose of determining the registration fee.
- 2 Plus such additional securities as may be issued pursuant to antidilution provisions. Prior to the occurrence of certain events, the Preferred Stock Purchase Rights will not be evidenced separately from the Common Stock. As long as the Deposit and Trust Agreement dated as of September 24, 1990 by and among the registrant, Emerson Electric Co., The Chase Manhattan Bank (as successor trustee) and the holders of receipts issued from time to time thereunder is in effect, an employee who purchases shares of Common Stock will receive a Common Stock Trust Receipt ("Receipt") representing the Common Stock purchased.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

The contents of the Form S-8 Registration Statement filed by ESCO Electronics Corporation with the Securities and Exchange Commission on May 14, 1992 (Registration No. 33-47916) are incorporated by reference in this Registration Statement.

SIGNATURES

THE REGISTRANT. Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the County of St. Louis, State of Missouri, on May 6, 1999.

ESCO ELECTRONICS CORPORATION

By: /s/ P.M. Ford

 P.M. Ford, Senior Vice President and
 Chief Financial Officer
 (Principal Accounting Officer)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints P.M. Ford, W. Stark and T.B. Martin, and each of them, his true and lawful attorneys-in-fact and agents with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement and any other documents and instruments incidental thereto, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, thereby ratifying and confirming all that said attorneys-in-fact and agents and/or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on May 6, 1999.

Signature

Title

/s/ D.J. Moore

D.J. Moore

Chairman, President, Chief
Executive Officer and Director

/s/ P.M. Ford

P.M. Ford

Senior Vice President and
Chief Financial Officer
(Principal Accounting Officer)

/s/ J.J. Adorjan

J.J. Adorjan

Director

/s/ W.S. Antle III

W.S. Antle III

Director

J.J. Carey

Director

/s/ J.M. McConnell

J.M. McConnell

Director

/s/ D.C. Trauscht

D.C. Trauscht

Director

EXHIBIT INDEX

Exhibit Number -----	Description -----	Filed Herewith or Incorporated by Reference -----
4a.	Third Amendment and Restatement of Employee Stock Purchase Plan	
4b.	Restated Articles of Incorporation of ESCO Electronics Corporation	Incorporated by reference to Registration Statement on Form 10, as amended on Form 8, filed September 27, 1990, Exhibit 3.1
4c.	Bylaws of ESCO Electronics Corporation, as amended	Incorporated by reference to Form 10-K for fiscal year ended September 30, 1991, Exhibit 3(b)
4d.	Rights Agreement dated as of September 24, 1990 between ESCO Electronics Corporation and Boatmen's Trust Company, as Rights Agent	Incorporated by reference to Registration Statement on Form 10, as amended on Form 8, filed on September 27, 1990, Exhibit 4.2
4e.	Deposit and Trust Agreement dated as of September 24, 1990 among ESCO Electronics Corporation, Emerson Electric Co., Boatmen's Trust Company, as Trustee, and the holders of receipts from time to time	Incorporated by reference to Registration Statement on Form 10, as amended on Form 8, filed on September 27, 1990, Exhibit 4.3
5.	Opinion of Counsel	
23a.	Consent of Counsel (included in Exhibit 5)	
23b.	Consent of KPMG LLP	
24.	Power of Attorney	(Included in the signature pages II-2 and II-3)

THIRD AMENDMENT AND RESTATEMENT OF THE
EMPLOYEE STOCK PURCHASE PLAN OF ESCO ELECTRONICS CORPORATION

1. TITLE: This Plan, the terms of which are set out below, shall be known as the "Employee Stock Purchase Plan of ESCO Electronics Corporation." ESCO Electronics Corporation (the "Company") is a Missouri corporation with its principal offices located at 8888 Ladue Road, Suite 200, St. Louis, Missouri 63124.

2. PURPOSE: The purpose of the Plan is to provide a convenient method by which employees of the Company and its domestic subsidiaries, who wish to do so, may purchase shares of the common stock of the Company (hereinafter referred to as "Common Stock") represented by common stock trust receipts.

3. ELIGIBILITY: A division or domestic subsidiary of the Company may elect to permit its employees to participate in the Plan subject to the approval of the Chairman and Chief Executive Officer of the Company. All current and future employees of the units listed in Attachment 1 hereto are eligible to participate in the Plan effective as of the corresponding eligibility date in Attachment 1.

4. PARTICIPATION: Participation in the Plan shall be entirely voluntary. Upon written application by any eligible employee to the Trustee, an account shall be opened in the name of such employee. Eligible employees for whom accounts are opened and maintained in accordance with the terms of the Plan are herein referred to as "participants."

5. THE TRUSTEE: The Plan shall be administered by one or more Trustees (herein called the "Trustee," whether one or more) appointed by an officer designated by the Board of Directors of the Company. The Trustee shall at all times be "an agent independent of the issuer" as defined in Rule 10b-18 under the Securities Exchange Act of 1934 (the "1934 Act").

The Trustee shall have power and authority to establish such procedures as the Trustee shall deem necessary to effect equitably and fairly the provisions and the intent of the Plan.

6. PAYMENTS BY PARTICIPANTS: Participant contributions to this Plan may only be through payroll deductions. Participants may authorize the Company to make deductions from their pay to be applied to the purchase of Common Stock of the Company under the terms of the Plan.

Deductions authorized for such purpose shall be in whole percentages of current salary or wages and shall be not less than one percent (1%) nor more than ten percent (10%). The Company may establish rules of uniform application regarding a participant's ability to change his deduction authorizations.

7. STOCK PURCHASES AND ALLOCATION TO PARTICIPANTS: Stock purchases under the Plan, and allocation of such stock to the accounts of participants, shall be effected pursuant to the following rules and procedures:

(a) Amounts withheld pursuant to payroll authorizations under the Plan shall be remitted by the Company to the Trustee on a monthly basis and shall be credited by the Trustee to the respective accounts of the participants as received by the Trustee.

(b) At the discretion of an officer of the Company, the Company may contribute (in cash or in Common Stock) an amount not to exceed fifteen percent of the amounts contributed by participants. The Company's contribution amounts may be separately determined for each division or subsidiary of the Company which participates in the Plan.

(c) Cash amounts contributed pursuant to paragraphs (a) and (b) above shall be used by the Trustee to purchase shares of the Common Stock of the Company on a monthly basis. Common Stock may be purchased from the Company or from sellers in private transactions, or such purchases may be effected on the New York Stock Exchange. No private transaction or transaction with the Company may be at a price greater than the then-market price of the Company's Common Stock on the New York Stock Exchange.

(d) Following each stock purchase, the Trustee shall allocate shares purchased by it to the accounts of participants. The cost per share charged against the account of each participant for shares allocated to his account shall be the average cost to the Trustee for the shares purchased by the Trustee (including brokerage fees and other expenses associated with the purchase). Both whole and fractional shares shall be allocated.

(e) The Trustee shall maintain a book entry account for each participant and shall issue stock certificates to a participant only upon the circumstances and in the manner provided in SECTION 10 of this Plan.

(f) Cash dividends received by the Trustee on shares held by it under the Plan shall be used by the Trustee to purchase additional shares which shall be allocated among all participants, pro rata, on the basis of their respective account balances and credited to the accounts of participants as additional contributions under the Plan. Account balances for this purpose shall be determined as of the record date immediately preceding the allocation of shares to such accounts. Any shares of the Common Stock of the Company received by the Trustee as a stock dividend on shares held by it shall be treated as additional shares purchased by the Trustee under the Plan, at no cost, and shall be allocated and otherwise dealt with by the Trustee in the same manner as any other shares purchased by the Trustee under the Plan. Dividends received by the Trustee shall be deemed to have been received by

the Trustee on the payment dates provided for the declaration of such dividends.

(g) Cost of shares to the Trustee shall include all brokerage fees, taxes and any other expenses directly applicable to the purchase of such shares.

(h) The Company does not guarantee in any way the price of shares purchased under the Plan against decline in market value.

8. VOTING STOCK HELD UNDER THE PLAN: For each meeting of stockholders, the participants will have the right to vote all shares credited to their respective accounts under the Plan, whether registered in the name of the Trustee or its nominee. Shares held by the Trustee under the Plan will not be voted by the Trustee.

9. COSTS OF ADMINISTERING PLAN: All costs and expenses of administering the Plan, including the fees of the Trustee, shall be paid by the Company.

10. WITHDRAWAL FROM THE PLAN: Any participant may withdraw any portion of the shares allocated to his account held by the Trustee under the Plan by submitting an application for withdrawal to the Trustee. A participant shall specify on the withdrawal application a) the number of shares to be withdrawn from the Plan from those shares allocated to such participant's account and b) the number of shares to be issued per stock certificate. Within approximately seven days of the withdrawal application being submitted, the Trustee will deliver to such participant the requested stock certificates, and in the case of a complete withdrawal, an amount in cash equal to the fractional shares remaining in his account on the date that the withdrawal becomes effective. A participant may direct the Trustee to make electronic transfers to a broker in lieu of issuing the shares directly to the participant under this Section. The Trustee shall complete electronic transfers, on average, fewer than seven days after the participant submits a withdrawal application to the Trustee requesting an electronic transfer to a broker. No charges shall be made against a participant's account at the time of such withdrawal from the Plan except for the purchase cost of shares allocated to his account. The Trustee may establish such other procedures necessary to administer withdrawals in accordance with the intent of the Plan.

Any participant may cease his contribution under the Plan, and revoke any payroll withholding authorization given to the Company pursuant to the Plan at any time.

A participant may not assign or pledge any interest he may have under the Plan.

If participation in the Plan ceases because of death, retirement, total disability, entering military service, or other termination of employment, settlement will be made as soon as practicable after such event occurs and after the Trustee receives notice of such termination or in the event of death, after the appointment of the legal representative of the estate of the deceased and the satisfaction of any other applicable legal requirements. The certificate for the shares of stock which have been allocated to the account of such participant and an amount in cash equal to the fractional share remaining in his account will be delivered to the former participant or, in the case of death of a participant, to the legal representative of such participant.

11. REPORTS TO PARTICIPANTS: The Trustee will render regular reports to each participant under the Plan, showing, for the period of the report, the contributions made and dividends, if any, credited to such participant's account; the number of shares allocated to such participant; the purchase price for such shares charged against his account; and the number of shares withdrawn, if any. Such reports shall be made not less frequently than once each quarter.

12. AMENDMENT AND TERMINATION OF THE PLAN: The Company reserves the right with respect to any or all employees, including those who may be participants under the Plan, to amend or terminate the Plan at any time. In the event of termination of this Plan, each participant will receive from the Trustee within sixty (60) days after the date of termination a certificate for the whole shares which have been acquired for the participant and an amount in cash equal to the fractional share remaining in the participant's account.

With respect to persons subject to Section 16 of the 1934 Act, transactions under this Plan are intended to comply with the applicable conditions of Rule 16b-3 or its successors under the 1934 Act. To the extent any provision of the Plan and any action thereunder fail to so comply, it shall be deemed null and void to the extent permitted by law.

13. EFFECTIVE DATE: The effective date of this Plan, as amended and restated, is April 1, 1999.

ATTACHMENT 1

UNIT - - - - -	Eligibility Date -----
Distribution Control Systems, Inc.	July 1, 1992
EMC Test Systems, L.P.	July 1, 1993
ESCO Electronics Corporation	July 1, 1992
Filtertek Inc.	May 1, 1998
PTI Advanced Filtration Inc.	July 1, 1998
PTI Technologies Inc.	January 1, 1993
Rantec Microwave & Electronics, Inc.	July 1, 1992
Systems & Electronics Inc.	July 1, 1992
VACCO Industries	July 1, 1992

May 6, 1999

ESCO Electronics Corporation
8888 Ladue Road, Suite 200
St. Louis, MO 63124

Ladies and Gentlemen:

I am Assistant Secretary and Assistant General Counsel of ESCO Electronics Corporation, a Missouri corporation (the "Company"), and in such capacity I am familiar with the Registration Statement on Form S-8 (the "Registration Statement") relating to the Company's Employee Stock Purchase Plan (the "Plan") to which this letter is filed as an exhibit. The Registration Statement registers 1,500,000 shares of the Company's common stock, par value \$0.01 per share (the "Common Stock"), offered pursuant to the Plan, including the Preferred Stock Purchase Rights associated with such Common Stock, and the Common Stock Trust Receipts (the "Receipts") representing the Common Stock offered under the Plan (the Receipts together with the Common Stock and its associated Preferred Stock Purchase Rights, the "Securities").

I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, corporate records, certificates of public officials and other instruments as I deemed necessary for the purposes of the opinion expressed herein.

On the basis of the foregoing, I am of the opinion that the Securities to which the Registration Statement relates, when sold in accordance with the provisions of the Plan, will be legally issued, fully paid and non-assessable.

I consent to the filing of this letter as an exhibit to the Registration Statement.

Very truly yours,

Thomas B. Martin

INDEPENDENT AUDITORS' CONSENT

The Board of Directors
ESCO Electronics Corporation:

We consent to the use of our reports incorporated herein by reference.

KPMG LLP

St. Louis, Missouri
May 6, 1999